

## Terms of Business Agreement (ref. GYC TOBA V7 – June 2020)

**We are:** Got You Covered Limited and we are authorised and regulated by the Financial Conduct Authority. We are on the Financial Services Register No 771679 ([www.FCA.org.uk/register](http://www.FCA.org.uk/register)). The company is registered in England and Wales number 10024801; and its registered address is 46 High Street, Esher, Surrey KT10 9QY.

**Our Status and Products:** As an independent Insurance Intermediary and not an Insurer, we offer products from a range of Insurers for Motor, Household, Travel and Commercial business. We offer additional products such as vehicle breakdown and excess reimbursement on the basis of a single Insurer although we are not required by contract to do so. You will not receive advice or a personal recommendation from us. We will ask sufficient questions to establish your demands and needs. Any quotation we give you will be consistent with those demands and we will identify the lowest price product(s) that meet those needs. You will then need to decide how to proceed and whether you consider if the product is suitable for you. We will supply you with a list of the insurers we may and do conduct business with.

As an insurance intermediary we act as your agent. We may also have relationships with insurers and act for them in a limited capacity. If we have binding authority or claims handling authority with an insurer we will disclose this. Some insurers appoint us as their agent for the receipt of premium and the issue of documents. They may also allow us to discount premiums in limited circumstances. We will advise you when these circumstances occur, so you will be aware of any possible conflicts of interest. We are subject to the laws of agency and will always act in your best interests.

To access some insurance products, we may use another Insurance Intermediary to help place your business. When arranging instalments, we act as a credit broker and not a lender. We offer instalment facilities from Premium Credit or Close Brothers Premium Finance.

**Our Service Charges:** We make the following charges which are in addition to your insurance premiums and are non-refundable.

Arranging a new Policy or renewing a Policy.	£50.00
Making changes to a policy.	£37.50

**Remuneration:** We are remunerated by commission from your premium and paid to us by your insurer, where we are not remunerated by commission, we will levy a charge of up to 15%. We may receive commission for arranging instalments from a premium finance provider. We may earn income from claims management companies. You have the right to ask us about our earning at any time.

**Documents:** We will send your insurance documents by e-mail. If you would prefer to receive your documents by post this can be done at your request.

**Debit/Credit Card Payment:** There is no charge for credit or debit card payments. Please note, any refunds due to you will only be made back to that card.

**Payment Methods:** You can choose to pay your premium by instalments. We can arrange this through a third-party finance provider and will inform you of the interest charge at the point of sale. The finance provider will send you their own terms and conditions. In the event of a claim, the instalments must continue to be paid until the full premium has been settled.

**Your Duty of Care:** All Customers – You must take reasonable care to provide complete and accurate answers to the questions we ask you when you take out, make changes to or renew your policy. If you are in doubt, please contact us. Insurance is based on the information that you give to the insurer and if this information is wrong or incomplete, claims may not be paid in full or at all, your policy may be cancelled, have special terms imposed, policy voided, and the premium may not be returned.

Commercial Customers only – If you are purchasing Insurance for purposes related to your trade, business or profession: In addition to the above, you must disclose all facts material to the insurance you wish to take out. The facts you need to reveal are all those which the insurer needs to estimate your risk and set the premium and terms. You must disclose this information in a way that is clear and substantially correct.

You must also inform us of any changes to your policy details during the life of your policy, including at renewal. Please read carefully all policy documents sent to you and inform us immediately of any incorrect information shown. If you have difficulty in understanding anything, please let us know and we will assist you. For your protection, insurers maintain databases to prevent fraud and the information you give us may be subject to checks.

**Protecting Your Money:** We hold your premium payment under risk transfer as agent of the insurers and we do this by paying it into an insurer premium trust account until it is passed to the insurers. This is to protect your money and means that whilst your money is in the account, it cannot be used for any purpose other than paying the insurers or any brokers through whom we may have arranged your insurance. We will retain any interest earned on the account.

**Financial Services Compensation Scheme (FSCS):** We are covered by the FSCS. You may be entitled to compensation from this scheme if we cannot meet our obligations. Further information is available from [www.fscs.org.uk](http://www.fscs.org.uk)

**Cancellations:** If you decide to cancel you should always discuss this with us on 020 3890 5160 as there may be other options available to you. Some Insurers require the cancellation to be in writing. Please note, cancelling your direct debit does not cancel your policy. The policy can be cancelled anytime during the period of Insurance, but charges will vary depending on when you cancel.

### 14-day cooling off period

All Consumers have a 14-day cooling off period from the start date of the policy, or the date you receive your documents whichever is the latter. We will charge you £50.00, and the Insurers will charge for any days of cover provided plus an administration fee. There will be a £50.00 cancellation charge if you ask us to arrange a policy for you and then change your mind before it starts.

### Cancellations after 14 days

Our charge is £50.00. The Insurers will charge you for the time on cover or a percentage of the premium. Below are examples of typical charges for the percentage of the premium.

Period on cover up to (months)	1	2	3	4	5	6	7	8
Premium payable	30%	40%	50%	60%	70%	80%	90%	100%

You may be entitled to a refund of premium if your premium has been paid in full. If you are paying by instalments there may be an outstanding balance to pay. If you have made a claim the full premium may be payable. Additional products are non-refundable after 14 days. Refunds will be processed normally within 14 days once we have received all the documentation from you and your Insurers.

PLEASE NOTE: In the case of impounded vehicle insurance policies, an initial non-refundable deposit payment of 30 per cent is required. Regardless of the reason for this type of policy being cancelled no refund of the initial deposit will be made.

**Renewal of your Policy:** We will send you a renewal invitation at least 14 days before the due date and if you do not wish to accept this or want to amend the details please contact us on the number provided on your renewal invitation. Your policy may be eligible for automatic renewal. If your details have not changed and you wish to go ahead with the renewal you do not need to do anything. If however, your details have changed or you do not wish to renew your policy you must notify us before the due date. You must contact us to make a payment before the renewal date if you have not received confirmation that your policy is being automatically renewed.

**Complaints:** It is always our intention to provide an exceptional service. However, if you are unhappy with our service please contact us immediately and we will endeavour to provide you with the service you are entitled to. You can contact us by phone: 020 3890 5160, by email: [info@gotyoucovered.com](mailto:info@gotyoucovered.com), or by post: 40 Bramwell Close, Sunbury-on-Thames, Surrey TW16 5PU. If we are unable to resolve your complaint by close of business on the third working day after receipt, an acknowledgement will be sent no later than 5 working days after receiving your complaint confirming who is dealing with the complaint and when we will expect to respond to you. Within 8 weeks of the date we receive a complaint we will provide you with our final decision. If you remain dissatisfied, you may be eligible to refer the matter to The Financial Ombudsman Service [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). You can contact The Financial Ombudsman Service by phone: 0800 023 4567 or by post: The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

**Governing Law:** The laws of England and Wales govern this agreement and any dispute is subject to the jurisdiction of the English Courts.

**Data Protection:** We have a detailed privacy notice which can be found on our website or by visiting this link [Privacy Notice](#). Alternatively, you can request a copy by emailing [admin@gotyoucovered.com](mailto:admin@gotyoucovered.com) or calling 0800 368 9199.